Supreme Court, U. S.
FILED
AUG 22 1978
MICHAEL RODAK, JR., CLERK

IN THE

Supreme Court of the United States

October Term

No. 78-298

MARY W. ALLEN,

Petitioner,

v.

ATLANTIC NATIONAL BANK,
L.E. WILLIS, TRUSTEE,
and
WALTER H. RIDDICK, SR., TRUSTEE,

Respondents.

PETITION FOR WRIT OF CERTIORARI
TO THE SUPREME COURT OF VIRGINIA

~~BRIEF FOR THE PETITIONER.~~

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IN THE

SUPREME COURT OF THE UNITED STATES

October Term

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No._____

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MARY W. ALLEN,

Petitioner,

v.

ATLANTIC NATIONAL BANK,
L. E. WILLIS, TRUSTEE,
And
WALTER H. RIDDICK, SR., TRUSTEE,

Respondents.

Petition For Writ Of Certiorari
To The Supreme Court Of Virginia

TO THE CHIEF JUSTICE AND THE ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE UNITED STATES:

Your petitioner, Mary W. Allen, hereby petitions for a Writ of Certiorari to review the decision of the Virginia Supreme Court made on June 1, 1978 which affirmed the decision of the Trial Court.

OPINIONS BELOW

The opinion of the Virginia Supreme Court decided on June 1, 1978 denying Mary W. Allen's Petition for Appeal is in the Appendix at Page 11A. The opinion of the Trial Court in setting aside the jury verdict for fraud and misrepresentations, and failing to find a violation of 15 U.S.C.A., Sec. 1635 is reproduced in the Appendix at Page 6A. Neither the opinion of the Virginia Supreme Court nor the opinion of the Circuit Court of the City of Portsmouth will be officially reported.

JURISDICTION

The order sought to be reviewed was made and entered on June 1, 1978. No petition for rehearing was made nor was there any extension granted to file this Petition for Certiorari. The statutory provision believed to confer jurisdiction on this Court to review the judgment in question is 28 U.S.C.A., Sec. 1257 (3).

QUESTIONS PRESENTED FOR REVIEW

1. Is there a Consumer Credit transaction under 15 U.S.C.A., 1602 et seq where a homeowner borrows money on her residence which was free from encumbrances and gives the funds borrowed to her son who in turn uses the funds to clear up his financial affairs in his business?

2. Is a homeowner entitled to notice of rescission under 15 U.S.C.A., 1635, before a homeowner places an encumbrance on her home which encum-

brance secures an indebtedness made by a homeowner to help her son in his financial affairs where the son uses the funds to clear up financial affairs in his business?

STATUTE INVOLVED

Section 15 U.S.C.A., Section 1635, "Right of rescission as to certain transactions - Disclosure of obligor's right to rescind", provides as follows:

> (a) Except as otherwise provided in this section, in the case of any consumer credit transaction in which a security interest is retained or acquired in any real property which is used or is expected to be used as the residence of the person to whom credit is extended, the obligor shall have the right to rescind the transaction until midnight of the third business day following the consummation of the transaction or the delivery of the disclosures required under this section and all other material disclosures required under this part, whichever is later, by notifying the creditor, in accordance with regulations of the Board, of his intention to do so. The creditor shall clearly and conspicuously disclose, in accordance with regulations of the Board, to any

obligor in a transaction subject to this section the rights of the obligor under this section. The creditor shall also provide, in accordance with regulations of the Board, an adequate opportunity to the obligor to exercise his right to rescind any transaction subject to this section.

(b) When an obligor exercises his right to rescind under subsection (a) of this section, he is not liable for any finance or other charge, and any security interest given by the obligor becomes void upon such a rescission. Within ten days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the obligor, the obligor may retain possession of it. Upon the performance of the creditor's obligations under this section, the obligor shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the obligor

shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the obligor, at the option of the obligor. If the creditor does not take possession of the property within ten days after tender by the obligor, ownership of the property vests in the obligor without obligation on his part to pay for it.

Section 1602 provides:

(h) The adjective "consumer" used with reference to a credit transaction, characterizes the transaction as one in which the party to whom credit is offered or extended is a natural person, and the money, property or services which are the subject of the transaction are primarily for personal, family, household or agricultural purposes.

Section 1603 - Exempted Transactions provides:

(1) Credit transactions involving extensions of credit for business or commercial purposes.....

STATEMENT OF THE CASE

The petitioner, a homeowner in the City of Portsmouth, filed a complaint against Atlantic National Bank and

two Trustees under a deed of trust asking the Court to set aside a deed of trust securing Atlantic National Bank for a loan it made to the petitioner and further, asking the Court to set aside a foreclosure deed where Atlantic National Bank became the owner of the property. Petitioner sought rescission of the deed of trust and of the foreclosure deed on account of the fraud and misrepresentation of Atlantic National Bank and on account of Atlantic National Bank's violation of 15 U.S.C.A., Section 1635. The Bank denied any wrongdoing. A hearing was held with a jury to determine whether Atlantic National Bank made any misrepresentations to induce the petitioner into placing a deed of trust on her property. The jury, in an issue out of chancery, found that the Bank did make misrepresentations but the Court set aside the jury's verdict (see App. 7A - Opinion of Trial Court). A separate hearing was held on the issue as to whether Atlantic National Bank violated 15 U.S.C.A., Sec. 1635 by not giving the petitioner notice of rescission before she placed an encumbrance on her property. The petitioner maintained that Atlantic National Bank's loan to her was a consumer credit transaction and she was entitled to notice of rescission. No notice of rescission was given and the Bank maintained that it did not have to give notice of rescission since the loan to the petitioner was an exempt transaction as the extension of credit by the Bank was for business or commercial purposes. The Trial Court found there was no violation of 15 U.S.C.A., Section 1635 and entered judgment for the defendant

(see App. 8A). Petitioner appealed to the Supreme Court of Virginia alleging that there was a violation of 15 U.S.C.A. Section 1635 since she was not given notice of rescission when she placed an encumbrance on her home (App. 10A). The Supreme Court of Virginia denied petitioner's petition for appeal on June 1, 1978 (App. 11A).

The petitioner was the owner of twelve lots in Portsmouth, Virginia, and her house where she lived rested on two of the twelve lots. Petitioner's son, Norman Allen, was in the business of counseling people to cancel their whole life insurance, buy term insurance and invest the premium savings. Allen was also in the land development business. Allen got in financial trouble when he double financed a boat and one of the creditors that financed the boat threatened criminal action against Allen unless he paid off the amount Allen borrowed to purchase the boat. The petitioner agreed to help her son and went to Atlantic National Bank and borrowed Twenty-three Thousand Dollars ($23,000.00) for the benefit of her son. The petitioner signed a Note for Thirty-one Thousand Five Hundred Nine and 60/100 Dollars ($31,509.60) (see Allen Exhibit 10) which represented Twenty-three Thousand Dollars ($23,000.00) in loan proceeds, Eight Thousand Forty-nine and 60/100 Dollars ($8,049.60) in add on interest and Four Hundred Sixty Dollars ($460.00) for points (18). The Note of Thirty-one Thousand Five Hundred Nine and 60/100 Dollars ($31,509.60) was secured by a deed of trust on Mrs. Allen's property which included her home (see

Defendant's Exhibit E). At the time this deed of trust was placed on her property, her home was free of all encumbrances. No notice of rescission was given to the petitioner prior to placing an encumbrance on her home (24,28,160). Atlantic National Bank did not dispute the fact that Mrs. Allen was not given notice of rescission. The deed of trust signed by the petitioner also secured several past due notes of her son as a result of his business ventures (114). There was no evidence that the petitioner would have encumbered her property without receiving the loan proceeds of Twenty-three Thousand Dollars ($23,000.00). The petitioner's daughter also borrowed Fourteen Thousand Seventy-six Dollars ($14,076.00) from Atlantic National Bank to help out the petitioner's son and the petitioner's deed of trust secured her daughter's obligation also. At closing, Thirty-seven Thousand Seventy-six Dollars ($37,076.00), (the petitioner's loan of Twenty-three Thousand Dollars ($23,000.00) and Fourteen Thousand Seventy-six Dollars ($14,076.00), was disbursed as follows:

1. Twenty-eight Thousand Two Hundred Twelve Dollars ($28,212.00) to Norman Allen's attorney which was the outstanding balance owed on a boat financed by General Electric Credit. Allen's attorney paid General Electric Credit Twenty-three Thousand One Hundred Twenty-eight Dollars ($23,128.00) and Allen received Five Thousand Eighty-four Dollars ($5,084.00) since General Electric Credit agreed that Allen could pay the balance of Five Thousand Eighty-four Dollars ($5,084.00) in installments (see Defendant's Exhibit A).

2. Five Thousand Eight Hundred Twenty-five Dollars ($5,825.00) went to the sellers of a townhouse that Mrs. Allen's daughter purchased (see Plaintiff's Exhibit 22).

3. Three Thousand Thirty-nine Dollars ($3,039.00) went to Norman Allen (see Plaintiff's Exhibits 24 and 25).

The evidence was conflicting as to the purpose for which the boat was used. Allen maintained that he used the boat for his personal pleasure while a bank official maintained that the boat was used to entertain clients of Allen and show clients investment property (see 43, Exhibit 20, 110). Exhibit H did show that Allen's business made one mortgage payment on the boat but Allen indicated that this money was accounted as a draw to Allen. Allen maintained that he used the proceeds from the loan for his personal business but evidence also showed that large deposits were made in the business account of his business at the time he received the loan proceeds (65).

The deed of trust that the petitioner placed on her home was later foreclosed because of the petitioner's failure to pay the Thirty-one Thousand Five Hundred Nine and 60/100 Dollars ($31,509.60) Note she signed at the Bank and petitioner maintained this action on the ground that she had a right to rescind the deed of trust since she was not given notice of rescission under 15 U.S.C.A., 1635.

REASONS FOR GRANTING WRIT

Your petitioner states that this Petition for Certiorari should be granted in this case because the Supreme Court of Virginia in affirming the decision of the Trial Court has decided a Federal question of substance contrary to the meaning and intent of 15 U.S.C.A. 1602 (h), 15 U.S.C.A. 1603, and 15 U.S.C.A. 1635.

15 U.S.C.A. 1635 gave the petitioner right of rescission if she was involved in a consumer credit transaction. 15 U.S.C.A., 1602 (h) defines a consumer credit transaction as

> "one in which the party to whom credit is offered or extended is a natural person, and the money, property or services which are the subject of the transaction are primarily for personal, family, household or agricultural purposes".

15 U.S.C.A. 1603 exempts credit transactions involving extensions of credit for business or commercial purposes.....

There is a consumer credit transaction if the money borrowed is purely for personal, family, household or agricultural purposes. The extension of credit to the petitioner was not for a business purpose, although it served a business purpose for her son. The petitioner's purpose in borrowing the

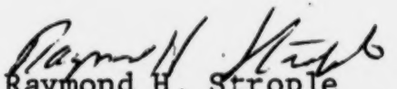
money and encumbering her home was to assist her son and the money went to her son who in turn used the money to pay-off financial obligations related to his business. In Sapenter v. Dreyco, Incorporated, 326 F. Supp. 871 (E.D. Louisiana) affirmed 450 F 2d 941 (5th Cir.) cert. denied 406 U.S. 920, 92 S. Ct. 1775, 132 L. Ed. 2d 120 (1971), the District Court held in determining whether a particular transaction is exempt from the Truth In Lending Act that the purpose of the transaction or extension of credit is controlling. The Trial Court and the Virginia Supreme Court improperly interpreted 15 U.S.C.A. 1602 (h) and 1603 when it held that 15 U.S.C.A. 1635 did not apply because there was not a consumer credit transaction. The funds were borrowed by the petitioner for personal and family reasons, and it was her son who decided to use the funds for a business purpose. Under the reasoning of the Virginia Supreme Court, the test of whether a creditor has to give notice of rescission is how the money was used by someone other than the borrower rather than what the purpose of the transaction was for the borrower. Petitioner submits that the decision of the Trial Court and the Virginia Supreme Court is contrary to the spirit, intent and language of the Federal Truth In Lending Act which Act was passed to protect the interest of the consumer.

CONCLUSION

Congress passed the Federal Truth In Lending Act and more particularly 15 U.S.C.A. 1635 to protect consumers

from encumbering their property without being advised of their right to have three days notice to rescind the transaction. The Virginia Supreme Court, by its Order affirming the decision of the Trial Court, has adopted an interpretation of the Act which circumvents the purpose and spirit of 15 U.S.C.A. 1635. Under the reasoning of the Virginia Supreme Court, the test is not what purpose the borrower needed the money for, but how the money was used after the borrower gave the money to a relative. This Court should grant the Petition for Certiorari to insure that Congress' language in 15 U.S.C.A. 1602 (h) and 1603 is carried out so the consumer will be protected.

Respectfully submitted,



Raymond H. Strople
Counsel for Mary W. Allen

Raymond H. Strople, Esquire
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P.O. Box 1138
Portsmouth, Virginia 23705

APPENDIX

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

MARY W. ALLEN,	:
	:
Complainant,	:
	:
v.	:
	:
ATLANTIC NATIONAL BANK, L. E. WILLIS, TRUSTEE OF ATLANTIC NATIONAL BANK, And WALTER H. RIDDICK, SR., TRUSTEE OF ATLANTIC NATIONAL BANK,	:
	:
Defendants.	:

BILL OF COMPLAINT

NOW COMES Mary W. Allen and respectfully shows the following case:

1. Your complainant resides in the City of Portsmouth and owned in October of 1974 Lots Numbers 24, 12, 4, 20, 16, 18, 22, 14, 6, 8, 10 and 2 in Block 139 on the Plat of the Virginia Realty and Investment Company recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 7, at pages 98, 99 and 100.

2. That the defendant, Atlantic National Bank, through its agents and employees, fraudulently induced and procured Mary W. Allen to sign a note dated October 15, 1974 payable to bearer at Atlantic National Bank for Thirty-one Thousand Five Hundred Nine and 60/100 Dollars ($31,509.60) and to sign a deed of trust dated October 15,

1974 from Mary W. Allen to L. E. Willis and Walter H. Riddick, Sr., a copy of which is attached hereto and said deed of trust being recorded in the Clerk's Office of the Circuit Court of Portsmouth in Deed Book 655, Page 294.

3. The said Mary W. Allen in said deed of trust conveyed all of the following described property to L. E. Willis, Trustee, and Walter H. Riddick, Sr., Trustee:

> All those certain lots, pieces or parcels of land, with the appurtenances, situate, lying and being in the City of Portsmouth, State of Virginia, and being known, numbered and designated as Lots Numbers 24, 12, 4, 20, 16, 18, 22, 14, 6, 8, 10 and 2 in Block 139 on the Plat of the Virginia Realty and Investment Company recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 7, at pages 98, 99 and 100.

4. That the said Mary W. Allen signed said note and deed of trust based upon the representations and assurances of Atlantic National Bank through its agents and employees that they would release various lots from said deed of trust provided she paid Atlantic National Bank certain sums of money including the release of all of her lots upon the payment of Thirty-seven Thousand Dollars ($37,000.00); that the said Mary W. Allen would not have signed the above-mentioned note and deed of

trust but for the representations and assurances of the defendant, Atlantic National Bank.

5. That the said Atlantic National Bank refused to honor said agreement to release the lots of Mary W. Allen and interfered and precluded Mary W. Allen from attempting to comply with said agreement to release said lots from said deed of trust.

6. That on or about April 21, 1975, L. E. Willis, Trustee for Atlantic National Bank, foreclosed on the deed of trust previously executed by your complainant and recorded its deed of foreclosure in Deed Book 665, Page 667 in the Clerk's Office of the Circuit Court of Portsmouth, a copy of said deed of foreclosure is attached hereto, and sold said property to Atlantic National Bank which is the party that fraudulently induced Mary W. Allen to sign said note and deed of trust.

7. That in addition to the fraud and misrepresentations of Atlantic National Bank which induced and procured Mary W. Allen in executing said note and deed of trust, the Atlantic National Bank in its foreclosure did not follow the procedure as required by the Code of Virginia; that the said note and deed of trust were without consideration; that the said note was usurious and did not comply with the applicable truth in lending laws.

8. That in addition to the previous allegations, there is a resulting trust in Atlantic National Bank in favor of the complainant.

9. That your complainant has no adequate remedy at law.

10. That L. E. Willis and Walter H. Riddick, Sr. were the Trustees in the deed of trust executed by Mary W. Allen and recorded in Deed Book 655, Page 294.

11. That the said Atlantic National Bank is still the owner of the property.

WHEREFORE, your complainant is asking and praying that the Court rescind and void a note and deed of trust both dated October 15, 1974 as above-mentioned on account of the fraud and misrepresentation by Atlantic National Bank by its agents and employees; that in addition, the note and deed of trust should be voided because the note and deed of trust were without consideration and were in violation of the usury and truth in lending laws; that the foreclosed deed should be voided because the deed of trust executed by Mary W. Allen is void as above alleged; that in addition, the foreclosure deed should be voided because the sale was not conducted according to the Statutes of Virginia, and your complainant further asks the Court to stay a certain proceeding in the Circuit Court of Portsmouth entitled Atlantic National Bank v. Mary W. Allen, Law Docket No. 75-476 in which the said Atlantic National Bank is trying to evict the said Mary W. Allen from the property above-described until this suit is decided or in the alternative to consolidate 75-476 with this proceeding; that she be awarded reasonable attorney fees, costs and she may have whatever further relief as may be necessary.

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

MARY W. ALLEN,	:	
	:	
Complainant,	:	
	:	
v.	:	IN CHANCERY
	:	DOCKET NO.
ATLANTIC NATIONAL BANK,	:	C-75-630
L. E. WILLIS, Trustee of Atlantic National Bank,	:	
WALTER H. RIDDICK, SR., Trustee of Atlantic National Bank,	:	
	:	
Defendants.	:	

ANSWER

Now comes the defendants, Atlantic National Bank, L. E. Willis, Trustee of Atlantic National Bank, and Walter H. Riddick, Sr., Trustee of Atlantic National Bank, by counsel, and for their answer to the Bill of Complaint exhibited against them say as follows:

1. The allegations of paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of the Bill of Complaint are denied.

2. The allegations of paragraph 1 of the Bill of Complaint are admitted.

WHEREFORE, the defendants move that the motion for judgment exhibited against them be dismissed and that they be awarded their costs in this matter.

ATLANTIC NATIONAL BANK AND
L. E. WILLIS, TRUSTEE OF
ATLANTIC NATIONAL BANK, AND
WALTER H. RIDDICK, SR.,
TRUSTEE OF ATLANTIC
NATIONAL BANK

VIRGINIA: IN THE CIRCUIT COURT OF THE
CITY OF PORTSMOUTH

MARY W. ALLEN,	:
	:
Complainant,	:
	:
v.	:
	:
ATLANTIC NATIONAL BANK,	:
L. E. WILLIS, Trustee of	:
Atlantic National Bank,	:
WALTER H. RIDDICK, SR.,	:
Trustee of Atlantic	:
National Bank,	:
	:
Defendants.	:

OPINION OF TRIAL COURT
AFTER OCTOBER 7TH, 1977 HEARING
ON ALLEGED TRUTH IN LENDING VIOLATION

THE COURT: All right. I have ruled that I think that the problem here goes back to Mr. Allen and his mother would sign, as she said, she'd do anything to help her son. She would sign anything that they put before her. She has signed a statement that says the loan was -- she signed a consent to pledge her property for financial accommodation to Norman S. Allen, Mary A. Brown, Garland G. Brown, J.J. Goodman and Americal Leasing. On one of the other documents that we have introduced into

evidence, the address that she gave was that of a Greenwich Road address in Virginia Beach which was the address of one of Mr. Allen's corporations. Further, I think in fair play in equity, as Mr. Steingold pointed out, in the criminal proceedings had nothing to do with this, but she testified directly that the money was put into his business to get his business out of trouble. I'm not giving a direct quote. That was what she said. I don't think she can testify in one hearing one thing and come in and now change her testimony.

The same way with the suit, that she said she didn't know it was filed in this matter in Norfolk. I think she would be estopped to deny that because it was filed in her name by her attorney; and as I previously stated, I have indicated -- I'm not sure if I wrote you-all a letter or not, I thought I had -- that I'd certainly notified you-all that I've set the verdict aside on the issue out of chancery and now I'm going to ask that an order be drawn to enter final judgment in this matter for the defendants, plural.

It's unfortunate, but I think people go to the bank like this, they sign a lot of things relying on somebody else. You see it in mostly husband and wives. Certainly when you have sons and mothers or widows, it's unfortunate, but she relied -- she'd sign anything that was set before her and he got her in this. It's up to him to get her out of it.

MR. STROPLE: Your Honor, to make it clear, you just mentioned that you were going to set aside, but you're setting

aside the jury verdict today on the issue out of chancery and entering judgment on behalf of the defendants based on the hearing today and judgment will be entered, an order prepared by Mr. Steingold?

THE COURT: This will not be in effect until an order has been endorsed and --

MR. STROPLE: I object to the ruling of the court.

THE COURT: Note Mr. Stropple's exception to the ruling of the court.

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

MARY W. ALLEN,	:	
	:	
Complainant,	:	
	:	
v.	:	IN CHANCERY
	:	DOCKET NO.
ATLANTIC NATIONAL BANK, Et Al,	:	C-75-629
	:	
	:	
Defendant.	:	

DECREE

THIS CAUSE came on this day to be heard on the Defendants' motion to set aside the verdict of the jury on the Issue Out of Chancery previously submitted to said jury, and was argued by counsel.

ON CONSIDERATION WHEREOF, this Court being of the opinion that the verdict

of the jury was contrary to the evidence and the law, that there was no evidence of fraud or misrepresentation submitted to said jury on which it could have found the Defendants, or any one of them, guilty of fraud or misrepresentation, and the Court being further of the opinion that said Issue Out of Chancery was merely advisory and not binding on this Court, and for other good cause, it is hereby,

ADJUDGED, ORDERED and DECREED that the jury's verdict on the Issue Out of Chancery be, and the same hereby is set aside and not binding on this Court.

And the Court having fully heard further evidence Ore Tenus without a jury on all other issues raised by all of the pleadings filed herein, including complainant's motion for attorney's fees and court costs allegedly due him for his representation in this matter, and on mature consideration whereof by the Court having heard the argument of Counsel thereon, it is the judgment of this Court that the Complainant shall be denied the relief prayed for in her Bill of Complaint, and it is so ADJUDGED, ORDERED and DECREED, and it is further ADJUDGED, ORDERED and DECREED that this Court finds for the Defendants and the Bill of Complaint filed herein by the Complainant is hereby Dismissed with Prejudice.

It further appearing to the Court that the hereinabove described Real Property is and has been wrongfully withheld by the Complainant from the Defendant, Atlantic National Bank, it is hereby ADJUDGED, ORDERED AND DECREED

that the Complainant, Mary W. Allen, vacate same within 34 days from the date of the entry of this Order, but enforcement of this Order shall be stayed for a period of 30 days from the date hereof conditioned upon Complainant filing a Notice of Appeal and posting a bond with corporate surety approved by the Clerk of this Court in the amount of $25,000.00 to indemnify the Defendant, Atlantic National Bank, the owner of said Real Property, against the loss of the value of said property and all other expenses incurred by said Atlantic National Bank, including but not limited to taxes, insurance and interest during the pendency of said appeal.

William H. Oast, Jr.
Judge

IN THE SUPREME COURT OF VIRGINIA

MARY W. ALLEN,

v.

ATLANTIC NATIONAL BANK.

ASSIGNMENT OF ERROR
RAISING TRUTH IN LENDING VIOLATION
FOR MARY W. ALLEN'S PETITION FOR APPEAL
FILED IN THE SUPREME COURT OF VIRGINIA
ON JANUARY 25, 1978

1. The Court erred in not holding that the Atlantic National Bank failed to comply with the Federal Truth in Lending Statute when it failed to notify Mrs. Allen of her right of rescission as required at the time when she placed a First Deed of Trust

on her home and the Court erred in not rescinding the deed of trust and foreclosure deed because of the Bank's failure to notify her of her right of rescission.

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Thursday, the 1st day of June, 1978.

MARY W. ALLEN,

Appellant,

v.

RECORD NO. 780106
Circuit Court No. C-75-629

ATLANTIC NATIONAL BANK, L. E. WILLIS AND WALTER H. RIDDICK, JR., TRUSTEES, ETC.,

Appellees.

SUPREME COURT ORDER
DENYING PETITION FOR APPEAL

From the Circuit Court of the City of Portsmouth.

Finding no reversible error in the judgment complained of, the Court refuses the petition for appeal filed in the above-styled case.

TESTE: ALLEN L. LUCY, CLERK
BY: DEPUTY CLERK